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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

STANLEY A. WESTON,
Plaintiff,
v.
HASBRO, INC.,
Defendant.

Case No. _____
**COMPLAINT FOR
DECLARATORY RELIEF**
JURY TRIAL DEMANDED

Plaintiff for his complaint, alleges the following:

The Parties

1. Plaintiff (“Weston”) is a resident of California and of this Judicial
District.
2. Defendant is a Delaware corporation doing substantial business in
California, in this Judicial District and throughout the world as a manufacturer and
distributor of toys and related products. Defendant was formerly called
“Hassenfeld Bros., Inc.”

Jurisdiction and Venue

3. This Court has original jurisdiction over plaintiff’s claims, in that they
arise under the Copyright Act 17 U.S.C. § 101 et seq. This court also has diversity

1 jurisdiction under 28 U.S.C. § 1332, in that the parties are citizens of different
2 states and the amount in controversy exceeds \$75,000.

3 4. Venue in this Judicial District is proper under 28 U.S.C. § 1391(b)(1)
4 and (d) in that defendant is a corporation doing substantial business and subject to
5 personal jurisdiction in the State of California and in this Judicial District and,
6 accordingly, is deemed to reside there, and under 28 U.S.C. § 1391(b)(2) in that a
7 substantial part of the acts and circumstances giving rise to this action occurred in
8 this Judicial District.

Factual Allegations

10 5. During 1963, Weston created the original idea of manufacturing and
11 selling male action figures wearing and carrying miniaturized versions of the
12 uniforms, insignias, emblems and equipment of each of the different branches of
13 the United States armed forces (the “Outfitted Action Figures”). The Outfitted
14 Action Figures envisioned by Weston were to have movable parts, so that they
15 could be placed in various action poses. Weston believed his concept had particular
16 commercial appeal because, once the Outfitted Action Figures were purchased, the
17 buyers would continue to purchase new and different uniforms, insignias, emblems
18 and equipment for them.

19 6. Early on, at Weston's expense, he reduced a part of his concept to
20 tangible form by assembling on sheets of "oaktag" numerous examples of the
21 colorful insignias and emblems he envisioned as a key part of his concept.

22 7. Defendant (then named Hassenfeld Bros., Inc.) was, and still is, in the
23 toy business. Weston presented his idea for the Outfitted Action Figures and his
24 oaktag sheets showing examples of their insignias and emblems to Donald Levine,
25 defendant's Vice President of Research and Development. Weston described his
26 Outfitted Action Figures to Levine and explained that, just as razor manufacturers
27 made their money from the sale of blades, once a buyer owned one of his Outfitted
28 Action Figures, the continued sale of different uniforms, insignias, emblems and

1 equipment, such as those shown on Weston's oaktag presentation, would provide a
 2 steady stream of revenue. Levine told Weston his concept was great and would be
 3 of significant interest to defendant. Weston had no facilities to create prototypes of
 4 his Outfitted Action Figures, but defendant did; and, when asked by Weston,
 5 defendant was willing to undertake that. Weston authorized and directed defendant
 6 to make initial drawings of his Outfitted Action Figures and then, if the initial
 7 drawings were approved, to fabricate prototypes of his Outfitted Action Figures
 8 wearing and carrying their miniaturized uniforms, insignias, emblems and
 9 equipment, as he had described them and had shown in his oaktag presentation.
 10 Levine told Weston that, if Weston approved what defendant made, he was sure
 11 defendant would want to buy the rights from Weston. Weston offered to pay any
 12 expense incurred by defendant in fabricating the prototypes, but Levine said
 13 defendant could recoup any such expense in setting the purchase price of the rights.
 14 Weston agreed, however, that, if Weston did not sell defendant the rights, Weston
 15 would reimburse defendant for any expense it incurred in making the prototype
 16 action figures. Thus, Weston assumed the entire burden of any such expense.

17 8. Thereafter, with Weston's authorization and at his direction and
 18 expense, as alleged hereinabove, defendant reduced the balance of Weston's
 19 concept to tangible form, first by making drawings pursuant to Weston's direction,
 20 which Weston approved, and then by fabricating Outfitted Action Figures wearing
 21 and carrying their miniaturized uniforms, insignia, emblems and equipment, like the
 22 insignia and emblems on Weston's oaktag presentation, all as Weston had
 23 described and directed.

24 9. Weston did approve the Outfitted Action Figures fabricated by
 25 defendant at Weston's instance and expense, and praised defendant for making
 26 them just as he had described and directed. Levine replied "You're going to make a
 27 ton of money from this" and told Weston that defendant definitely wanted to buy
 28 from Weston the rights in his Outfitted Action Figures. The parties considered

1 Weston to be the creator and author of the Outfitted Action Figures; and, based on
2 the foregoing facts, Weston was, in fact, the creator and author of those figures.
3 Levine consistently referred to Weston as the creator and owner of the rights in the
4 Outfitted Action Figures, which he said defendant wanted to buy. Neither Levine
5 nor anyone else from defendant made any claim that defendant already owned any
6 such rights or that all such rights were not owned by Weston or that Weston was
7 not the creator and author of the Outfitted Action Figures, or that defendant could
8 or would manufacture or market the Outfitted Action Figures without buying the
9 rights from Weston.

10 10. Defendant then prepared, and the parties executed, a written contract
11 (the “Contract”). The Contract was signed more than 50 years ago, in or about
12 February, 1964. Unfortunately, Weston has not been able to locate a copy; and
13 Weston is informed and believed and, on that ground, alleges that defendant has
14 also been unable to locate a copy. Weston’s recollection is that, in the Contract, he
15 granted to defendant the copyright and all copyright interests in the Outfitted
16 Action Figures wearing and carrying their miniaturized uniforms, insignias,
17 emblems and equipment, as Weston described them to Levine and demonstrated
18 with his “oaktag” presentation and which defendant put in further tangible form at
19 Weston’s instance and expense, as alleged hereinabove. Weston’s understanding
20 and recollection was that any expense incurred by defendant in doing so was
21 factored into the purchase price paid by defendant pursuant to the Contract, so that
22 any cost to defendant in reducing the balance of Weston’s concept to tangible form
23 was ultimately borne by Weston. Thus, Weston’s concept was reduced to tangible
24 form initially by him in his oaktag presentation and, subsequently, at his direction,
25 instance and expense, by defendant.

26 11. During 1964, having received the foregoing grant from Weston,
27 defendant registered the copyright in Weston’s Outfitted Action Figures, including,
28 as the copyrighted material, the figures themselves and also the uniforms, insignias,

1 emblems and equipment they wore and carried. Since 1964, acting pursuant to the
2 grant from Weston in the Contract, defendant has successfully made and marketed,
3 under the trade name “G.I. Joe,” Weston’s Outfitted Action Figures wearing and
4 carrying their miniaturized uniforms, insignia, emblems and equipment, all as
5 conceived by Weston and reduced to tangible form by him and by defendant at
6 Weston’s direction, instance and expense. From time to time since 1964, defendant
7 has made some changes in the size and appearance of the Outfitted Action Figures
8 marketed as “G.I. Joe,” creating derivative works based on the original copyright
9 and copyright interests granted from Weston to defendant. But, at all times, the
10 Outfitted Action Figures marketed as “G.I. Joe” remained substantially similar to
11 the Outfitted Action Figures created by Weston, the copyright and copyright
12 interests in which were granted by Weston to defendant in 1964 pursuant to the
13 Contract, so that, if third parties tried to market such figures, even with the changes
14 defendant subsequently made, they would have infringed the original copyright and
15 copyright interests granted by Weston to defendant in 1964.

16 12. On January 8, 2015, Weston served on Hasbro, by first class mail from
17 Los Angeles, the written Notice of Termination, a copy of which is attached hereto
18 as Exhibit “A” and incorporated by reference herein, stating that, upon expiration of
19 the statutory period, Weston’s transfer of renewal copyrights and all of defendant’s
20 copyrights and copyright interests in and to the Outfitted Action Figures, including
21 the miniaturized uniforms, insignias, emblems and equipment worn and carried by
22 such figures would terminate, pursuant to 17 U.S.C. § 304(c), as of February 29,
23 2020. Plaintiff is informed and believes and, on that ground, alleges that the value
24 of the copyright interests transferred to defendant by Weston in 1964, which
25 Weston seeks, by his notice, to recapture, exceeds \$100 million.

26 13. By reason of the foregoing facts, an actual controversy exists between
27 the parties. Weston, who is 82 years old, contends that his Notice of Termination is
28 valid and effective and that, in five years, when the statutory period expires, the

1 transfer of copyright and copyright interests in the Outfitted Action Figures wearing
 2 and carrying their miniaturized uniforms, insignias, emblems and equipment by
 3 Weston to defendant in 1964 will terminate, and all copyright and copyright
 4 interests therein will revert to Weston or his heirs or representatives. Weston is
 5 informed and believes and, on that ground, alleges, based on communications from
 6 defendant to Weston in California, that defendant denies that Weston has any such
 7 termination right and claims that, even on expiration of the statutory period,
 8 defendant will remain the sole owner of all copyright interests in and to the
 9 Outfitted Action Figures defendant has been marketing for decades as "G.I. Joe."

10 A declaration by this Court is necessary so that the parties can know their
 11 respective rights and obligations.

12 WHEREFORE, plaintiff prays judgment as follows:

13 1. For a declaration that plaintiffs' notice attached to the Complaint as
 14 Exhibit "A" is valid and effective and that, as of February 29, 2020, all of
 15 defendant's copyrights and copyright interests in and to the Outfitted Action
 16 Figures marketed by defendants as "G.I. Joe," wearing and carrying their
 17 miniaturized uniforms, insignias, emblems and equipment, will be terminated and
 18 will revert to plaintiff or his heirs or representatives; and

19 2. For costs of suit and such other relief as the Court shall deem proper.

21 DATED: September 15, 2015

GREENBERG GLUSKER FIELDS
 CLAMAN & MACHTINGER LLP

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 24 By: /s/ Bertram Fields
 25 BERTRAM FIELDS (SBN 024199)
 26 Attorneys for Plaintiff Stanley A. Weston

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, plaintiff demands a trial by jury on all issues so triable.

DATED: September 15, 2015

GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP

By: /s/ Bertram Fields
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